

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Linda Murray,

Complainant,

vs.

Pacific Bell Telephone Company, dba AT&T
California (U1001C),

Defendant.

(ECP)
Case 13-07-018
(July 26, 2013)Filed)Linda Murray, for herself, ComplainantSherryl Winbush, representative for, Pacific Bell Telephone
Company, d/b/a AT&T California (U1001C)**DECISION APPROVING SETTLEMENT OFFER****1. Summary**

Complainant, Linda Murray (Complainant) of Paso Robles, California alleges that during the period of her landline telephone use from April 20, 2012 to July 12, 2013, Pacific Bell Telephone Company, d/b/a AT&T California (AT&T) (U1001C) double-billed her for the months of April to May 2012 and July to August 2012. Complainant further contends AT&T increased Complainant's long distance telephone call charges. Complainant argues AT&T's actions resulted in overcharging her \$250. Complainant demands a refund of \$250 from AT&T.

2. Background

Pacific Bell Telephone Company, d/b/a AT&T California (AT&T) admits disconnecting Complainant's telephone service in accordance with its tariff provisions regarding non-payments, but denies all other material allegations. AT&T contends that Complainant still owes \$250.62 for telephone services previously provided and late payment charges.

Complainant initially took AT&T's Complete Choice Basic telephone service plan, which consists of Residence Flat Rate Service, Caller ID, Call Waiting, and a voice mailbox. AT&T initially charged Complainant \$29.00 per month for this plan, but the cost for Complete Choice Basic increased to \$30.00 and then \$32.00 per month in November 2012 and February 2013.¹

Complainant changed service plans to simple Resident Flat Rate service, at a cost of \$21.00 per month beginning on May 30, 2012, but switched back to Complete Choice Basic the following billing cycle. With additional taxes and surcharges, the typical bill initially totaled around \$35.00 per month not including charges for long distance calling, messaging, taxes, surcharges or fees. AT&T initially charged \$0.07 per minute for long distance calls, which later increased to \$0.18 cents per minute on the November 2012 bill.

Evidence provided by both Complainant and AT&T show that Complainant's service began on April 20, 2012. The first bill, dated May 13, 2012, consisted of payments due for service provided from April 20 to May 13, 2012 and for the month following, from May 13 to June 12, 2012.² Complainant's

¹ These amounts do not include charges for long distance or applicable surcharges, taxes or fees.

² AT&T's normal billing practice is to bill for service in advance of the month it will be providing service.

initial bill was for \$70.16.³ Complainant did not pay the full amount due. Complainant paid \$44.31 for this bill. AT&T subsequently credited the remaining balance to her, resulting in a zero past due balance.

3. Discussion

Throughout the period Complainant took service from AT&T, AT&T provided frequent courtesy credits to Complainant, totaling \$157.49.⁴ In total, Complainant paid \$337.66 for her telephone services between April 2012 and June 2013.⁵

Complainant has provided no evidence to show that AT&T double-billed Complainant. There is also no evidence to suggest that AT&T erroneously added fraudulent long distance charges to Complainant's bill. There is no evidence of improper billing practices on the part of AT&T. The evidence shows that AT&T has credited complainant on several occasions. AT&T stated credits were provided as a courtesy to retain complainant as a customer.

We find the evidence shows that Complainant owes \$250.62 for services provided by AT&T. It appears that Complainant seems to misunderstand the nature of required minimum payments versus the total amount due on her bill. The minimum payment does not represent the total amount due; it is simply the minimum amount that must be paid to prevent AT&T from disconnecting

³ \$25.06 for monthly service for April 20, 2012 through May 13, 2012 plus \$29.00 for monthly service for May 13th to June 12, 2012, \$1.99 for local toll calls, \$6.89 for long distance, plus applicable fees, surcharges and taxes totaling \$7.22.

⁴ Total credits as of March 20, 2013 per billing records.

⁵ Complainant contends that \$92.62 was also paid to a collection agency as directed by AT&T via a check issued by Complainant's attorney. AT&T records show the check was returned due to insufficient funds.

telephone service pursuant to its tariff. Making minimum payments does not represent a good faith effort to pay the amounts due for services provided and AT&T's charging of amounts above the minimum payment is not bad faith acts on the part of AT&T.

Despite the clear evidence, AT&T offered Complainant a credit equal to the total amount of her owed balance due. At the hearing, Complainant rejected this settlement offer, requiring instead that AT&T issue a \$250 payment by check to Complainant.

AT&T does not owe Complainant any monies or any refund for her previous payments. The total amount paid by Complainant during the period at issue fails to cover the cost for monthly service, let alone long distance service, messaging, and applicable taxes, surcharges and fees. AT&T's Settlement Offer is generous. The Commission does not award damages⁶ and there is no evidence of reparations required.

The Commission approves AT&T's settlement offer to Complainant, erasing the balance due on her account. Given that Complainant previously rejected this offer, should Complainant once again reject it she would then owe AT&T the full sum remaining on her balance.⁷ Complainant is given 60 days from the issuance of this decision to accept the settlement offer. AT&T is not obligated to continue to offer her services. Complainant is not entitled to a refund or cash payment of any sort.

⁶ (PT&T Co., 72 CPUC 505, 509(1971)). (citing Jones v. PT&T Co., 61 CPUC 674 (1963)).

⁷ Pursuant to Rule 4.5(h), Complainant has the right to file an application for rehearing. Filing an application for rehearing would be considered a rejection of the Settlement Offer.

4. Assignment of Proceeding

Catherine J. Sandoval is the assigned Commissioner and Katherine Kwan MacDonald is the assigned Administrative Law Judge in this proceeding.

O R D E R

IT IS ORDERED that:

1. Pacific Bell Telephone Company's (d/b/a AT&T California) offer of settlement to Linda Murray is approved.
2. Pacific Bell Telephone Company (d/b/a AT&T California) shall maintain its Settlement Offer to credit Linda Murray's account in the amount of \$250.62 for 60 days from the effective date of this decision.
3. Linda Murray must either accept or reject the Settlement Offer set forth in Ordering Paragraph 2 of this decision within 60 days of the effective date of this decision. If the Settlement Offer is rejected, Linda Murray must pay Pacific Bell Telephone Company (d/b/a AT&T California) \$250.62 within 60 days of the effective date of this decision.
4. Pacific Bell Telephone Company (d/b/a AT&T California) is not obligated to retain Linda Murray as a customer.
5. All relief not granted in Ordering Paragraphs 1, 2 and 3 is denied.
6. Case 13-07-018 is closed.

This order is effective today.

Dated _____, at San Francisco, California.